



Affiliate Program Terms and Conditions

The use of this program is provided by Mortgage Works Australasia Pty. Ltd. A.C.N. 111 850 723 of Suite 6, 47 Brisbane Road, Mooloolaba in the State of Queensland ("MWA") subject to the following terms and conditions:

Interpretation

In this Agreement the following expressions shall have the meanings set out below:

·"Leads" means an individual who has made contact with the Affiliate during the term of this Agreement

·"Affiliate Fee" means the amount specified under "Affiliate Fee" below;

·"Affiliate" means you and extends to and includes members of the Affiliate's business group, subsidiaries, associates and the Affiliate's successors and permitted assigns.

The Appointment

From the date of the Affiliate accepting the terms and conditions of this Agreement, MWA appoints it to refer Leads to MWA. Other than as expressly stated, the Affiliate is an independent contractor of MWA and not an employee, agent, partner, franchisee or licensee of MWA.

MWA Obligations

·During the term MWA shall: use its best endeavours to assist all Leads referred by the Affiliate to MWA, disclose to the potential client that a Referrer Fee may be paid to the Affiliate, pay the Referrer Fee to the Affiliate and provide to the Affiliate a monthly reconciliation outlining the status of all referred Leads to MWA.

·Any loan application submitted by the Affiliate to MWA will be allocated an identification number.

·MWA will pay commission for all settled loans referred to it by the Affiliate at the agreed commission structure.

·To ensure that all Commissions payable to the Affiliate are distributed promptly by MWA by the method nominated by the Affiliate.

·To provide a Commission payment advice to the Affiliate.

·While MWA agrees to use its best endeavours to ensure the accurate and timely payment of commissions to the Affiliate, the Affiliate acknowledges that notwithstanding the terms herein, MWA will not be obliged to pay any Commission until it receives payment from the MWA Panel Lender.

Affiliate's Obligations

·Upon acceptance of the terms of this agreement the Affiliate shall: use its best endeavours to refer its Leads to MWA and ensure that Leads referred to MWA are referred in the form MWA requires and in accordance with any instructions MWA issues.

·The Affiliate agrees that it will obtain prior explicit consent from any applicants it submits to MWA for the Affiliate to pass on the applicant's contact information.

·The Affiliate is solely responsible for complying with all relevant current laws and codes of professional conduct applicable to it, including the Financial Transaction Reporting Act 1998, the Privacy Act 1998, the Trade Practices Act 1974, the Uniform Consumer Credit Code 1996 and the Code of Practice of the Mortgage Industry Association of Australia (as applicable) the (in particular in regard to its advertising, sales, literature, and stationery), any future changes thereto.

·The Affiliate must use its best endeavours to ensure that neither it, any member of its staff or any of its members, staff or agents or contractors does anything which could give rise to a claim against MWA for loss or damage from any person who could become a borrower by a loan arranged by MWA including by:

·Making misleading, deceptive or untrue statements; or

·Acting unconscionable or unfairly.

·The Affiliate must not imply or represent to any potential borrower that it can approve a finance application or influence the decision of any lender.



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Affiliate's Fee

- The Affiliate will be paid a Commission (inclusive of GST) by MWA at a rate of 0.11% of the settled loan amount with the exception of Lines of Credit that have only been partially drawn down at settlement. In these circumstances payment will be made at a rate of 0.11% of the amount that has been drawn down.
- The Affiliate Fee will be paid by MWA to the Affiliate no more than 14 days after payment is received by MWA from the relevant panel lender. In the event that a dispute arises in relation to payment of the Affiliate's fee, the Affiliate acknowledges that the decision of MWA is and payment of the Affiliate's Fees will be at the sole discretion of MWA.

General

- Term of the Agreements: The term of this Agreement will begin upon our acceptance of your Affiliate application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party email notice of termination. You are only eligible to earn referral fees on sales occurring during the term.
- The MWA online Privacy Policy forms a part of these Terms and Conditions.
- We will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under to this Agreement.
- This Agreement will be governed by the laws of the Australia and the State of Queensland, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Queensland, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

I/We agree to the terms of this agreement:

X.....
Signature

Name

X.....
Signature

Name

X.....
Signature

Name

X.....
Signature

Name

Please read this document carefully. Once you have accepted the terms and conditions and wish to proceed please print and sign where indicated above and forward by fax to 07 5478 4788 or mail to PO Box 279 Bli Bli Qld 4560.